

Exhibit R

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

UM CORPORATION, a Japanese
corporation,

Plaintiff,

vs.

TSUBURAYA PRODUCTIONS CO.
LTD., a Japanese corporation,

Defendant.

TSUBURAYA PRODUCTIONS CO.
LTD., a Japanese corporation,

Counterclaimant,

vs.

UM CORPORATION, a Japanese
corporation; ULTRAMAN USA,

INC., a California
corporation; SOMPOTE

SAENGDUENCHAI, a Thai
individual; GOLDEN MEDIA

GROUP, INC., a California
corporation; TIGA

ENTERTAINMENT COMPANY, LTD., a
Hong Kong corporation; and

DOES 1-10

Counterdefendants.

VIDEOTAPED DEPOSITION OF GOLDEN MEDIA GROUP

designated witness ROY McAREE pursuant to 30(b)(6)

Los Angeles, California, Tuesday, November 15, 2016

Reported by: MARLA SHARP, RPR, CLR, CCRR, CSR 11924

JOB NO: 115262

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November 15, 2016

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10:08 a.m.

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Videotaped deposition of

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ROY McAREE, held at the offices of

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Quinn Emanuel Urquhart & Sullivan,

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865 South Figueroa Street, 10th Floor,

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Los Angeles, California, pursuant to

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agreement before Marla Sharp, a

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Certified Shorthand Reporter in and for

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the State of California.

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1 A P P E A R A N C E S:

2
3 PILLSBURY WINTHROP SHAW PITTMAN
4 Attorneys for Plaintiff

5 725 South Figueroa Street

6 Los Angeles, CA 90017

7 BY: JEFFREY WEXLER, ESQ.

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9
10
11 QUINN EMANUEL URQUHART & SULLIVAN
12 Attorneys for Defendant Tsuburaya
13 Productions Co. Ltd.

14 865 South Figueroa Street

15 Los Angeles, CA 90017

16 BY: DANIEL POSNER, ESQ.

17 ZACK SCHENKKAN, ESQ.

18
19
20
21
22 ALSO PRESENT:

23
24 MICHAEL MULLIN, videographer
25

1 LOS ANGELES, CALIFORNIA

2 TUESDAY, NOVEMBER 15, 2016

3 10:08 A.M.

4 THE VIDEOGRAPHER: Good morning. We are
5 now on the video -- on the video record.

6 The following is the videotaped deposition
7 of Roy McAree in the matter of UM Corporation versus
8 Tsuburaya Productions. This is filed in the United
9 States District Court for the Central District of
10 California, the Western Division, Case No.
11 2:15-cv-03764-AB-AJW.

12 This deposition is being held at Quinn
13 Emanuel, 865 Figueroa Street in Los Angeles,
14 California. Today's date is Tuesday, November 15th,
15 2016. The time now is 10:08 a.m.

16 My name is Michael Mullin from TSG
17 Reporting, and I am the legal video specialist. The
18 court reporter is Marla Sharp.

19 Will all counsel please introduce
20 themselves.

21 MR. POSNER: I'm Dan Posner from Quinn
22 Emanuel for the defendant and counterclaimant
23 Tsuburaya Productions Company Limited, and I'm here
24 with my colleague Zack Schenkan.

25 MR. WEXLER: Jeffrey D. Wexler of Pillsbury

1 Winthrop representing plaintiff and counterdefendant
2 UM Corporation, counterdefendants Golden Media
3 Group, Inc., and TIGA Entertainment Company Limited.
4 And I'm representing the witness today, Roy McAree,
5 in his capacity as Rule 30(b)(6) designee of Golden
6 Media Group.

7 THE VIDEOGRAPHER: Will the court reporter
8 please swear in the witness.

9 ROY McAREE,
10 called as a witness, having been duly
11 sworn by the certified shorthand
12 reporter, was examined and testified as
13 follows:

14 EXAMINATION

15 BY MR. POSNER:

16 Q Good morning, Mr. McAree.

17 A Morning.

18 Q Thank you for coming in today.

19 Have you ever had your deposition taken
20 before?

21 A Once before. Not in this matter, no.

22 Q In a different matter?

23 A Yes.

24 Q Approximately when was that?

25 A Probably 15 years ago.

1 A Yes.

2 Q And that, though, was not your first
3 contract with TIGA, correct? Because you actually
4 entered into the contract we looked at earlier from
5 2005.

6 A I see.

7 Q Right? Is that correct?

8 A Yes.

9 Q All right. Okay. I don't want to get too
10 tricky by jumping around exhibits.

11 But just -- I'm going to mark as an
12 exhibit, just to authenticate it, the agreement that
13 I believe is the December 20th, 2011, agreement
14 that's being referenced here.

15 So let me hand to you Exhibit No. 10.

16 (Exhibit 10 was marked for
17 identification by the reporter.)

18 BY MR. POSNER:

19 Q And, you know, my question is -- and please
20 take a quick look over -- is this the December 20th,
21 2011, license agreement between TIGA and GMG that's
22 referenced in the complaint?

23 A Is this a different one to the one we had
24 earlier?

25 Q I believe what I showed you --

1 A Oh, I see.

2 Q Yeah.

3 Did I give him two copies by accident? If
4 so, I would take --

5 A Yes.

6 Q I'll take the bottom one back. You keep
7 the one with the sticker. Okay.

8 So my question is: Does this -- is this
9 the December 20th, 2011, license agreement between
10 TIGA and GMG that's referenced there in the
11 complaint? Does it appear to be?

12 A It's -- the date is December the 20th. Is
13 there a date on this?

14 MR. WEXLER: Maybe if you separate it out
15 and ask whether it's -- this is a -- the agreement
16 and then tie it into the complaint.

17 MR. POSNER: That might be better?

18 MR. WEXLER: It might be quicker.

19 BY MR. POSNER:

20 Q Do you recall Exhibit 10? Have you seen
21 that before?

22 A Yes.

23 Q Okay. This is a license agreement between
24 TIGA and Golden Media Group from December 20th,
25 2011. That's what it purports --

1 A Yes.

2 Q -- to be. All right.

3 A Yes.

4 Q The Ultraman property that's referenced in
5 this agreement is -- it's referred to as "Ultraman"
6 in paragraph 1(a). Do you see --

7 A Yes.

8 Q Do you see that? Is that the same Ultraman
9 work that you originally licensed in the agreement
10 we looked at earlier?

11 A Yes.

12 Q Okay. So you basically entered into a
13 separate subsequent agreement for the same work that
14 you had previously licensed.

15 A I believe this is the extension of that
16 license.

17 Q Okay.

18 A But I understand what you're saying.
19 It's -- the licensor is a different -- different
20 name.

21 Q Okay. And the license fee -- and, by the
22 way, if you look at the very last -- well, the
23 second-to-last page, it looks like this is signed by
24 Mr. Suchart -- Suchart from TIGA. Do you know that
25 name?

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1 A Yes.

2 Q How did you come to -- how did this license
3 agreement for these two series come to be?

4 Did somebody -- previously you testified
5 that a licensee of yours said, "I'd like to -- I'd
6 like to get involved in Ultraman."

7 So how did it come to be that you licensed
8 "Ultra Seven" and "Ultra Q"?

9 A Well, Cliff MacMillan, who used to be with
10 BCI, is now with Shout Factory.

11 Q And did he come to you and --

12 A Yes.

13 Q -- and express his interest --

14 A Yes.

15 Q -- in these two series?

16 A Yes.

17 Q And you passed that on to your contacts at
18 TIGA?

19 A Yes.

20 Q And they told you that they had sufficient
21 rights in "Ultra Seven" and "Ultra Q" to license
22 them to you?

23 A Yes.

24 Q All right. I'm going to mark as Exhibit 11
25 what I believe is the February 12th, 2012, license

1 agreement that's being referenced there in that
2 paragraph.

3 (Exhibit 11 was marked for
4 identification by the reporter.)

5 BY MR. POSNER:

6 Q And my question is: Is it so?

7 Right. Right. This is an agreement --

8 this is labeled GMG0000035, February 12th, 2012.

9 And it appears to be a license agreement between

10 Golden Media Group and TIGA involving "Ultra Q" and

11 "Ultra Seven."

12 A Yes.

13 Q All right. And it looks like this was
14 signed by you on the very back page.

15 If you turn to page -- what's labeled 36,
16 in the middle, in little subparagraph (i) where it
17 says, "Programs." Do you see that paragraph?

18 A Yes.

19 Q It identifies 49 episodes of "Ultra Seven"
20 and 28 episodes of "Ultra Q."

21 A Yes.

22 Q Is that what you were understanding that
23 you were licensing in -- through this agreement?

24 A Yes.

25 Q And did you then -- well, just moving on to

1 really the only question I had for that.

2 The complaint goes on -- and going back to
3 paragraph 18 -- to identifying a license agreement
4 on August 1 -- this is page 6, bottom of page 6 on
5 to 7 of the complaint.

6 And it references a license agreement from
7 August 1, 2014, between TIGA and GMG regarding home
8 video rights and digital rights in the "Ultraman
9 Taro" films. Do you see that?

10 A Yes.

11 Q Is "Ultraman Taro" another one of the
12 Ultraman series that you licensed? This is a fourth
13 series?

14 We've talked about "Ultraman," "Ultra Q,"
15 and "Ultra Seven," and now this license agreement
16 pertains to "Ultraman Taro"?

17 A Yes.

18 Q Okay. Let me just put it in front of you
19 and make sure we're on the same page.

20 (Exhibit 13 was marked for
21 identification by the reporter.)

22 BY MR. POSNER:

23 Q I'll hand to you Exhibit 13. The second
24 page of this document, beginning at GMG0000072,
25 appears to be the beginning of the license agreement

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1 itself, dated August 1, 2014, between Golden Media
2 and TIGA regarding "Ultraman Taro." Do you see
3 that?

4 A On which page?

5 Q Well, there's a cover page to this, and
6 I -- my -- I don't know why the cover page is there
7 or who put that there. And I'd like to know that.
8 But I just wanted to confirm that the actual
9 agreement starts on the second page of this
10 document.

11 A Could you ask me the question again?

12 Q Sure. Well, the original -- the initial
13 question is: Does the license agreement -- the
14 August 1, 2014, license agreement, does that start
15 on the page that's numbered 72 on the bottom right?

16 A Yes.

17 Q Okay. And this appears to have been signed
18 by you on the page that's numbered 80 on the bottom
19 right.

20 A Yes.

21 Q Okay. And the license fee for this
22 property -- it's stated on page 75 -- is [REDACTED]?

23 A [REDACTED] -- I don't see that.

24 Q Do you see that on page 75?

25 A [REDACTED]

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1 Q [REDACTED].

2 A Yes.

3 Q That's the amount that you agreed to pay
4 for "Ultraman Taro."

5 A Yes.

6 Q All right. And then, in turn, you
7 sublicensed your rights to either Shout Factory or
8 Mill Creek?

9 A Yes.

10 Q Okay. We need to try to find that
11 agreement. I'm sure it's there somewhere.

12 All right. The cover page to this that I
13 mentioned earlier, the very first page, it says
14 "UMC2014-004" on the top right.

15 A Yes.

16 Q Do you know how that got there or who
17 prepared that? Have you seen that before?

18 A I don't recognize it.

19 Q Okay.

20 A Can I speak to -- not about that. About --

21 Q About something else?

22 A Well, about the -- about this --

23 Q Sure. Go ahead and --

24 A -- previous question.

25 MR. POSNER: -- go off the video for a

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1 moment. You're welcome to. Sure.

2 THE VIDEOGRAPHER: Off the video, 12:39.

3 (Recess taken from 12:39 p.m.

4 to 12:40 p.m.)

5 THE VIDEOGRAPHER: Back on the video,

6 12:40.

7 BY MR. POSNER:

8 Q Were you just wanting to discuss or say
9 something about the amount that you sublicensed
10 these rights to either Mill Creek or Shout Factory?

11 A I don't need to, no.

12 Q Okay. You don't need to say anything about
13 that?

14 Do you recall how much you were paid by
15 either -- do you recall if you assigned to either
16 Shout -- these rights to either Shout Factory or
17 Mill Creek, which one of them it was, or both?

18 A Mill Creek.

19 Q And do you recall how much you were paid
20 for those rights?

21 A The transaction was never consummated.

22 Q Okay. So you have not received any money,
23 then, for those.

24 A I did receive money, but I gave it back to
25 them.

1 Q Why did you do that?

2 A Because there's pending litigation.

3 Q All right. Did you feel like you were
4 obligated to do that by contract, or did you do that
5 because you felt it was the right thing to do?

6 A It was the right thing to do.

7 Q Okay. Have you received back any money
8 that you paid to TIGA for any of the rights?

9 A I didn't pay TIGA.

10 Q Well, pursuant to some of these license
11 agreements, you've agreed to pay license fees to
12 TIGA, correct?

13 A This contract you're referring to with
14 TIGA, I did not pay them.

15 Q You didn't -- okay. Oh. You're saying
16 this contract called for you to pay, I think it was
17 80 --

18 A The contract is still valid, but it has not
19 been consummated.

20 Q Okay. Have you not paid them because of
21 the litigation or --

22 A Correct.

23 Q Okay. So it's not that your payment just
24 hasn't come due yet, you just haven't --

25 A Because I'm buying something I can't sell.

1 Q Okay. And you can't sell it because your
2 sublicensee won't pay you.

3 A No. Because I -- I have to tell my
4 sublicensee that there's litigation pending and do
5 they want to proceed with the agreement.

6 And they said, "well, it's up to you."

7 So I said, "Okay. I'll give you your money
8 back."

9 Q You've been aware, haven't you, since the
10 very onset of your relationship with TIGA, that
11 there's disputes about the rights in -- the
12 ownership rights of Ultraman; is that correct?

13 A From the beginning?

14 Q 2005, 2006, you knew, at that point, that
15 Tsubura- -- that there was a dispute about ownership
16 of the rights.

17 A In social media, yeah.

18 Q Right. All right. And there's still a
19 dispute about the ownership of the rights as we sit
20 here today. That's what we're talking about,
21 correct?

22 A I suppose there is.

23 Q I guess I'm trying to understand why you
24 were comfortable entering into contracts and making
25 payments to TIGA and taking money from your

Pages from Deposition of GM... 1 / 1



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1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF LOS ANGELES)
4
5

6 I, ROY McAREE, having appeared for my
7 videotaped deposition on November 15, 2016, hereby
8 certify under penalty of perjury under the laws of
9 the United States of America that the foregoing is
10 true and correct.

11 Executed this 29 day of December
12 2016 at Newhall, CA.
13 (city) (state)
14
15

16 /s/ Roy McAre
17 ROY McAREE
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TSG Reporting - Worldwide - 877-702-9580

Exhibit R
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1 CERTIFICATE OF CERTIFIED SHORTHAND REPORTER

2
3 I, Marla Sharp, certified shorthand
4 reporter in the State of California, hereby certify:

5 That the foregoing videotaped deposition
6 of ROY McAREE was taken before me on November 15,
7 2016, at which time the witness was duly sworn by
8 me;

9 That the testimony of the witness and all
10 colloquy and objections made at the time of the
11 deposition were recorded stenographically by me and
12 thereafter transcribed, said transcript being a true
13 copy of my shorthand notes thereof;

14 That review of the transcript was
15 requested before completion of the deposition;
16 () that the witness has failed or refused to
17 approve the transcript.

18 I further certify I am neither financially
19 interested in the action nor a relative or employee
20 of any attorney of any of the parties.

21 In witness whereof, I have subscribed my
22 name and signature this date, November 29, 2016.

23
24
25 _____
Marla Sharp
RPR, CLR, CCRR, CSR 11924